

**COUNTY OF MAUI  
DEPARTMENT OF PLANNING  
250 South High Street, Wailuku, Hawaii 96793**

**FARM PLAN APPLICATION**

**SOURCE OF LEGAL AUTHORITY:**

Article 11, Hawaii State Constitution;  
Hawaii Revised Statutes, Chapter 205;  
Maui County Code Chapter 19.30A

**APPLICABILITY**

This application form shall be used to evaluate farm plans for farm dwellings which will be located on parcels within the State Land Use Agricultural District, the Maui County Agricultural Zoning District, or both. Farm plans shall be required if the agriculturally zoned area of the parcel, or portion thereof, is greater than or equal to one-acre in size.

**APPLICATION PROCEDURES**

- A. A farm dwelling may be permitted in the Maui County Agricultural Zoning District provided that it is an accessory use to the permitted use of agriculture, agricultural land conservation or both.
1. Submittal and acceptance of applications. Farm plan applications shall be submitted to the Planning Director. The Planning Director shall review the application to determine if the application is complete or incomplete. If the application is determined to be complete, the planning director shall proceed with the processing of the application. If the application is determined to be incomplete the Planning Director shall give the applicant written notification identifying the portions of the application determined to be incomplete or the additional information that is needed to process the application.
  2. Review process. Farm plan applications shall be processed as follows:
    - a. Within 30 days of determining the application is complete, the Planning Director shall approve, deny, or approve with conditions the Farm Plan Application.
    - b. The Applicant shall execute a Unilateral Agreement and Declaration for Construction of a Farm Dwelling which shall be submitted to the Department of Planning along with the Farm Plan Application.

Very Important, the following is where the most common mistakes are made!!! To expedite processing, please ensure **ALL the names of the parties on the Deed or Title are all included in the Unilateral Agreement. In addition, the parties must print their names exactly as they appear on the Deed or Title throughout the Unilateral Agreement (body of document, signature line and notary page).**

- c. The Department of Planning shall record the Unilateral Agreement and Declaration at the applicants expense with the State of Hawaii, Bureau of Conveyances and/or with the Land Court System. The Farm Plan shall be approved by the Director of Planning and shall be kept on file in the Department of Planning for future reference.

## **FARM PLAN REVIEW CRITERIA**

No farm plan application shall be approved unless the Planning Director finds that the Farm Plan demonstrates that the farm dwelling will be an accessory use to agriculture, agricultural land conservation, or both by meeting the following criteria:

- A. The Farm Plan is prepared in accordance with the provisions set forth herein
- B. The majority (greater than 50%) of the parcel on which the farm dwelling is located is, or will be, used for agriculture or agricultural land conservation as set forth in the Farm Plan.

## **APPLICATION FEES**

Except for applications filed by County agencies, applicants shall pay a processing fee of \$55.00 and a recordation fee of \$25.00. Checks issued to pay for processing fees shall be made payable to the **Director of Finance, County of Maui**. Checks issued to pay for the recordation fee shall be made payable to **Bureau of Conveyances**.

## **APPEAL OF DECISION**

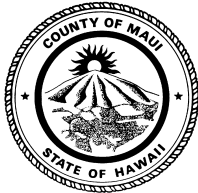
The approval or denial of the Farm Plan Application by the Planning Director may be appealed to the Maui County Board of Variances and Appeals pursuant to Maui County Code Chapter 19.520.

## REQUIRED SUBMITTALS

**PLEASE SUBMIT THE FOLLOWING TO SUPPORT YOUR APPLICATION FOR A FARM PLAN APPROVAL (check off the following before submitting):**

- ☐ **Copy of the Deed** - or Documents identifying the owner(s) of the subject parcel of land and legal description of the subject property. The legal description is normally found on the deed or other transfer/conveyance documents.
- ☐ **Notarized Unilateral Agreement** - (Document is enclosed in this packet) A notarized letter of authorization from the legal owner/s if the applicant is not the owner. **PLEASE ENSURE ALL the names of the OWNERS on the Deed or Title are all included in the Unilateral Agreement. In addition, the parties must have their names printed as they appear on the Deed or Title throughout the Unilateral Agreement including the notary page (body of document, signature line and notary page).** ASIDE: If you are acting as power of attorney, agent etc. Please have your notary provide the correct notary page. We only include owner notary page in this application.
- ☐ **Farm Plan Map and Description** - a description of existing and proposed agricultural land conservation and agricultural uses on the subject parcel to include the following:
  - 1. A map of the parcel drawn on a sheet of paper no larger than 8 ½" x 11" not necessarily to scale, showing the areas and approximate acres to be planted and/or areas to be maintained in agricultural land conservation;
  - 2. A written description of the types of plant and/or animal varieties intended to be propagated on the parcel and the percentages of each expressed in terms of parcel size. (example: pasture 20%, tropical flowers 20%, fruit orchard 11% = 51%)
- ☐ **Two Checks** - Director of Finance, County of Maui = \$55.00  
Bureau of Conveyances = \$25.00

Note: Any additional information requested by the Planning Director to assess the application.



**COUNTY OF MAUI  
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250 South High Street, Wailuku, Hawaii 96793**

**FARM PLAN PERMIT**

**DATE:** \_\_\_\_\_

**TAX MAP KEY NO.:** \_\_\_\_\_ **CPR/HPR.NO.** \_\_\_\_\_ **LOT SIZE:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

**OWNER(PRINT):** \_\_\_\_\_ **PHONE:(B)** \_\_\_\_\_ **(H)** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**OWNER SIGNATURE:** \_\_\_\_\_

Please check appropriate box and print name:

☐ **OWNER:**  
☐ **AGENT/CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:(B)** \_\_\_\_\_ **(H)** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**APPLICANT/AGENT SIGNATURE:** \_\_\_\_\_

**CURRENT STATE LAND USE DISTRICT BOUNDARY DESIGNATION:** \_\_\_\_\_

**COMMUNITY PLAN DESIGNATION:** \_\_\_\_\_ **COUNTY ZONING:** \_\_\_\_\_

**SUBDIVISION FILE NO(S):** \_\_\_\_\_

**BUILDING PERMIT NO(S) & DESCRIPTION:** \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

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Farm Plan Permit No. \_\_\_\_\_ Farm Plan Approval for \_\_\_\_\_

Approved by \_\_\_\_\_

Date \_\_\_\_\_

MICHAEL W. FOLEY,  
PLANNING DIRECTOR

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LAND COURT SYSTEM	REGULAR SYSTEM
AFTER RECORDATION, RETURN BY:      Mail ( )    Pickup      ( )	
Department of Planning	
County of Maui	
250 South High Street	FRMP _____
Wailuku, Maui, HI 96793	

**UNILATERAL AGREEMENT AND DECLARATION FOR CONSTRUCTION  
OF A FARM DWELLING ON LANDS ZONED COUNTY AGRICULTURAL  
DISTRICT OR DESIGNATED STATE AGRICULTURAL DISTRICT**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, whose residential  
address      is      \_\_\_\_\_  
\_\_\_\_\_, and whose mailing address is  
\_\_\_\_\_

(hereinafter referred to as "Declarant(s)"), and who is/are the  
recorded owner(s) of that certain parcel of land situated at  
\_\_\_\_\_, comprising  
approximately \_\_\_\_\_ acres and identified for real property tax  
purposes by Tax Map Key No. (\_\_\_\_) \_\_\_\_\_ (hereinafter  
referred to as "Parcel").

W I T N E S S E T H:

WHEREAS, the Parcel is located within the County's Agricultural Zoning District and/or within the State's Agricultural District; and

WHEREAS, the State Land Use Law, Chapter 205, Hawaii Revised Statutes, does not authorize residential dwellings or residential use as a permitted use in the State Agricultural District unless the dwelling is a farm dwelling; and

WHEREAS, Declarant has applied for a building permit for a farm dwelling; and

WHEREAS, "farm dwelling" is defined in Section 205-4.5, Hawaii Revised Statutes, as "a single-family dwelling located on and used in connection with a farm, including clusters of single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling; and

WHEREAS, Section 19.04.040, Maui County Code, defines "farm" as "a lot on which the majority of the land is used for and the predominant activity is agriculture and/or agricultural land conservation"; and

WHEREAS, Section 19.30A.010, Maui County Code, provides that among the purposes of the Agricultural Zoning District is to:

"Notify the public that lands within the Agricultural Zoning District are to be used for agricultural purposes. Owners, residents and other users of such property or neighboring properties may be subjected to inconvenience, discomfort, and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations. Such normal and accepted agricultural practices and operations include but are not limited to

noise, odors, dust, smoke, the operation of machinery of any kind, including aircraft, and the storage and disposal of manure. Owners, occupants and users of such property or neighboring properties shall be prepared to accept such inconveniences, discomfort, and other consequences of normal agricultural operations.

and

WHEREAS, Declarant(s) has agreed to execute this Agreement in consideration of the issuance of a building permit, subject to compliance with all other county, state and federal requirements.

NOW THEREFORE, the Declarant(s) hereby makes the following Declaration:

1. That this Declaration is made pursuant to provisions of Chapter 19.30A, Maui County Code and Chapter 205, Hawaii Revised Statutes, relating to use of lands designated for agricultural purposes;
2. That Declarant has submitted a farm plan to the Director of the Department of Planning (hereinafter referred to as "Director");
3. That Declarant has been informed that the farm plan has been approved by the Director;
4. That Declarant shall submit an amendment to said farm plan and obtain the Director's approval of the amendment prior to changing the activities or uses upon the Property if the changes are inconsistent with the farm plan;
5. That Declarant shall comply with all provisions of the farm plan and any and all amendments to the farm plan;
6. That Declarant understands and acknowledges that failure

to implement the farm plan may constitute a violation of Chapter 205, Hawaii Revised Statutes, and/or Chapter 19.30A, Maui County Code, and/or a breach of this Agreement;

7. That Declarant represents and covenants that the dwelling shall be a single-family dwelling located on and used in connection with a farm and shall be a use that is accessory to the principal use of agriculture and/or agricultural conservation, in accordance with the farm plan;
8. That Declarant covenants and agrees to maintain the Parcel in accordance with this Agreement and acknowledges and agrees that failure to implement the farm plan in a timely manner shall constitute grounds for the County to revoke or suspend building permits issued and to not issue permits for new structures on the Parcel
9. That Declarant acknowledges that the Department of Planning will record this Agreement with the Bureau of Conveyances or the Land Court of the State of Hawaii;
10. That the County shall have the right to enforce this agreement and all conditions related thereto by appropriate action at law or suit in equity against the Declarant and any persons claiming an interest in the parcel;
11. That this Agreement shall become fully effective upon execution;



12. That the term "Declarant" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine or the neuter, and vice versa, and shall include any corporation, and shall be held to mean and include the Declarant, Declarant's heirs, devisees, executors, administrators, personal representatives, successors, and assigns;

13. That the conditions imposed are reasonable and rationally relate to the objective of preserving public health, safety and general welfare and such conditions fulfill the need for preservation, protection and conservation of the agricultural land resource of the County and of the State of Hawaii.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that until released in writing by the County of Maui, the covenants, conditions, and restrictions set forth in this Agreement shall run with the land identified herein above; without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with respect thereto by the Declarant, the County of Maui, or any heir, devisee, executor, administrator, personal representative, and assign; that the acquisition of any right, title or interest in or with respect to the Parcel by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Declaration by

such person or persons, entity or entities; and that the covenants, conditions, and restrictions set forth herein shall bind and constitute notice to all subsequent lessees, grantees, assignees, mortgagees, lienors and any other persons who claim an interest in the Parcel; and the County of Maui shall have the right to enforce this Declaration by appropriate action at law or suit in equity against all such persons.

IN WITNESS WHEREOF, the undersigned has executed this Unilateral Agreement and Declaration the day and year first above written.

**DECLARANT:**

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(Signature)

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(Print Name)

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(Signature)

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(Print Name)

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_